

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM363214

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Inventure Foods, Inc.		11/18/2015	CORPORATION: DELAWARE
Rader Farms, Inc.		11/18/2015	CORPORATION: DELAWARE
Fresh Frozen Foods, Inc.		11/18/2015	CORPORATION: DELAWARE
Willamette Valley Fruit Company		11/18/2015	CORPORATION: DELAWARE
Poore Brothers-Bluffton, LLC		11/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
Boulder Natural Foods, Inc.		11/18/2015	CORPORATION: ARIZONA
Tejas PB Distributing, Inc.		11/18/2015	CORPORATION: ARIZONA
La Cometa Properties, Inc.		11/18/2015	CORPORATION: ARIZONA
BN Foods, Inc.		11/18/2015	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Agent		
<b>Street Address:</b>	2450 Colorado Avenue		
<b>Internal Address:</b>	Suite 3000 West		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 35</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3720046	BOULDER CANYON	
<b>Registration Number:</b>	4846002	BOULDER CANYON AUTHENTIC FOODS	
<b>Registration Number:</b>	4137949	BOULDER CANYON NATURAL FOODS	
<b>Registration Number:</b>	4137948	BOULDER CANYON NATURAL FOODS	
<b>Registration Number:</b>	4079714	BOULDER CANYON NATURAL FOODS	
<b>Registration Number:</b>	4079713	BOULDER CANYON NATURAL FOODS	
<b>Registration Number:</b>	3576952	CANYON CUT	
<b>Registration Number:</b>	3377878	RADER FARMS	
<b>Registration Number:</b>	2117466	POORE BROTHERS	

OP \$890.00 3720046

Property Type	Number	Word Mark
Registration Number:	1911595	POORE BROTHERS
Registration Number:	3428071	INTENSELY DIFFERENT
Registration Number:	1467561	TEXAS STYLE
Registration Number:	1424126	TATO SKINS
Registration Number:	1511130	O'BOISIES
Registration Number:	2459870	PIZZARIAS
Registration Number:	1537532	BRAIDS
Registration Number:	3185430	FRESH FROZEN
Registration Number:	3461983	SIN IN A TIN
Registration Number:	4080746	INVENTURE FOODS
Registration Number:	3113447	FRESH FROZEN
Registration Number:	3377879	NATURE'S THREE BERRIES
Registration Number:	3617289	SUMMERS PEAK
Registration Number:	3670911	
Registration Number:	3756226	THE INVENTURE GROUP
Registration Number:	3756227	
Registration Number:	4586085	ARISE
Registration Number:	1417946	BRAIDS
Serial Number:	77334268	LEMON LUST
Serial Number:	86424593	BOULDER CANYON AUTHENTIC FOODS ZOODLES
Serial Number:	86424595	VOODLES
Serial Number:	86532744	BLEND-A-BOWL
Serial Number:	86703176	COLOR YOUR FREEZER
Serial Number:	86703184	FARM TO FREEZER
Serial Number:	86775706	QUALITY YOU CAN SEE...AND TASTE
Serial Number:	86800544	SOUPABLES

#### CORRESPONDENCE DATA

Fax Number: 8004947512

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F159601

NAME OF SUBMITTER: Teresa L. McNally

<b>SIGNATURE:</b>	/Teresa L. McNally/
<b>DATE SIGNED:</b>	11/20/2015
<b>Total Attachments: 11</b> source=20151118152514959.Trademark#page3.tif source=20151118152514959.Trademark#page4.tif source=20151118152514959.Trademark#page5.tif source=20151118152514959.Trademark#page6.tif source=20151118152514959.Trademark#page7.tif source=20151118152514959.Trademark#page8.tif source=20151118152514959.Trademark#page9.tif source=20151118152514959.Trademark#page10.tif source=20151118152514959.Trademark#page11.tif source=20151118152514959.Trademark#page12.tif source=20151118152514959.Trademark#page13.tif	

## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 18<sup>th</sup> day of November, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### **WITNESSETH:**

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of November 18, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Inventure Foods, Inc., a Delaware corporation ("Parent Borrower"), the Subsidiaries of the Parent Borrower identified on the signature pages thereof (such Subsidiaries, together with the Parent Borrower, are referred to herein each individually as a "Borrower" and individually and collectively, jointly and severally, as "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), Agent, Wells Fargo, as the sole arranger, and Wells Fargo, as the sole book runner, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 18, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**INVENTURE FOODS, INC.,** a Delaware corporation

By: \_\_\_\_\_  
Name: Steve Weinberger  
Title: Chief Financial Officer

**RADER FARMS, INC.,** a Delaware corporation

By: \_\_\_\_\_  
Name: Steve Weinberger  
Title: Chief Financial Officer

**FRESH FROZEN FOODS, INC.,** a Delaware corporation

By: \_\_\_\_\_  
Name: Steve Weinberger  
Title: Chief Financial Officer

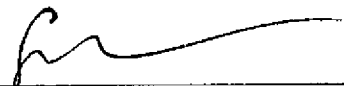
**WILLAMETTE VALLEY FRUIT COMPANY,** a  
Delaware corporation

By: \_\_\_\_\_  
Name: Steve Weinberger  
Title: Chief Financial Officer

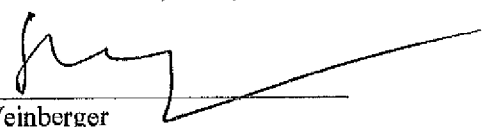
**POORE BROTHERS-BLUFFTON, LLC,** a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: Steve Weinberger  
Title: Chief Financial Officer

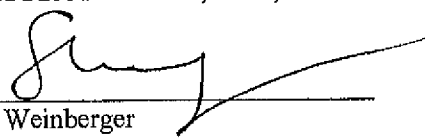
**BOULDER NATURAL FOODS, INC.**, an Arizona corporation

By:   
Name: Steve Weinberger  
Title: Chief Financial Officer

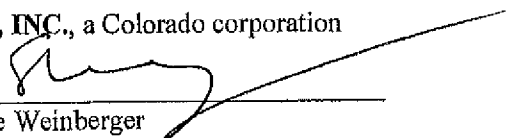
**TEJAS PB DISTRIBUTING, INC.**, an Arizona corporation

By:   
Name: Steve Weinberger  
Title: Chief Financial Officer

**LA COMETA PROPERTIES, INC.**, an Arizona corporation

By:   
Name: Steve Weinberger  
Title: Chief Financial Officer

**BN FOODS, INC.**, a Colorado corporation

By:   
Name: Steve Weinberger  
Title: Chief Financial Officer

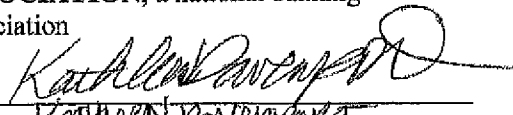


ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking  
association

By:



Name:

KATHLEEN DAVENPORT

Title:

Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 005673 FRAME: 0822

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

	Grantor	Mark	Jurisdiction	Reg. or Serial No.	Registration/Filing Date
1.	Inventure Foods, Inc.	Boulder Canyon	United States Patent and Trademark Office	3720046	December 1, 2009
2.	Inventure Foods, Inc.	Boulder Canyon Authentic Foods	United States Patent and Trademark Office	4846002	April 10, 2015
3.	Inventure Foods, Inc.	Boulder Canyon Natural Foods	United States Patent and Trademark Office	4137949 4137948 4079714 4079713	May 8, 2012 May 8, 2012 Jan 3, 2012 Jan 3, 2012
4.	Inventure Foods, Inc.	Canyon Cut	United States Patent and Trademark Office	3576952	February 17, 2009
5.	Inventure Foods, Inc.	Rader Farms	United States Patent and Trademark Office	3377878	February 5, 2008
6.	Inventure Foods, Inc.	Poore Brothers	United States Patent and Trademark Office	2117466 1911595	December 2, 1997 August 15, 1995
7.	Inventure Foods, Inc.	Intensely Different	United States Patent and Trademark Office	3428071	May 13, 2008
8.	Tejas PB Distributing Corporation	Texas Style	United States Patent and Trademark Office	1467561	December 1, 1987
9.	Poore Brothers – Bluffton, LLC	Tato Skins	United States Patent and Trademark Office	1424126	January 6, 1987
10.	Poore Brothers – Bluffton, LLC	O'Boisies	United States Patent and Trademark Office	1511130	November 1, 1988
11.	Inventure Foods, Inc.	Pizzarias	United States Patent and Trademark Office	2459870	June 12, 2001
12.	Poore Brothers – Bluffton, LLC	Braids	United States Patent and Trademark Office	1537532	May 2, 1989
13.	Fresh Frozen Foods, Inc.	Fresh Frozen	United States Patent and Trademark Office	3185430	December 19, 2006

	Grantor	Mark	Jurisdiction	Reg. or Serial No.	Registration/Filing Date
14.	Inventure Foods, Inc.	Sin In A Tin	United States Patent and Trademark Office	3461983	July 8, 2008
15.	Inventure Foods, Inc.	Inventure Foods	United States Patent and Trademark Office	4080746	January 3, 2012
16.	Fresh Frozen Foods, Inc.	Fresh Frozen	United States Patent and Trademark Office	3113447	July 11, 2006
17.	Inventure Foods, Inc.	Nature's Three Berries	United States Patent and Trademark Office	3377879	February 5, 2008
18.	Inventure Foods, Inc.	Summers Peak	United States Patent and Trademark Office	3617289	May 5, 2009
19.	Inventure Foods, Inc.		United States Patent and Trademark Office	3670911	August 18, 2009
20.	Inventure Foods, Inc.	The Inventure Group	United States Patent and Trademark Office	3756226	March 2, 2010
21.	Inventure Foods, Inc.		United States Patent and Trademark Office	3756227	March 2, 2010
22.	Inventure Foods, Inc.	Arise	United States Patent and Trademark Office	4586085	August 12, 2014
23.	Poore Brothers - Bluffton, LLC	Braids	United States Patent and Trademark Office	1417946	November 18, 1986
24.	Inventure Foods, Inc.	Lemon Lust	United States Patent and Trademark Office	77334268	July 15, 2008
25.	Inventure Foods, Inc.	Boulder Canyon Authentic Foods Zoodels	United States Patent and Trademark Office	86424593	October 15, 2014
26.	Inventure Foods, Inc.	Voodles	United States Patent and Trademark Office	86424595	October 15, 2014
27.	Inventure Foods, Inc.	Blend-a-Bowl	United States Patent and Trademark Office	86532744	June 30, 2015
28.	Inventure Foods, Inc.	Color Your Freezer	United States Patent and Trademark Office	86703176	July 23, 2015
29.	Inventure Foods, Inc.	Farm to Freezer	United States Patent and Trademark Office	86703184	July 23, 2015
30.	Inventure Foods, Inc.	Quality You Can See . . . And Taste	United States Patent and Trademark Office	86775706	October 1, 2015
31.	Inventure Foods, Inc.	Soupables	United States Patent and Trademark Office	86800544	October 27, 2016

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	Grantor	Mark	Jurisdiction	Reg. or Serial No.	Registration/Filing Date
32.	Inventure Foods, Inc.	Boulder Canyon Authentic Foods	Canada	1723351	Pending registration
33.	Inventure Foods, Inc.	Boulder Canyon	OHIM	10021749	July 11, 2011
34.	Inventure Foods, Inc.	Boulder Canyon Natural Foods	OHIM	10022374	July 11, 2011
35.	Inventure Foods, Inc.	Trois Baies de la Nature	Canada	1462792	January 1 12, 2012
36.	Inventure Foods Inc.	Rader Farms	Canada	1454992	March 11, 2011
37.	Inventure Foods, Inc.	Nature's Three Berries	Canada	1454990	March 11, 2011
38.	Inventure Foods, Inc.	Boulder Canyon Authentic Foods	WIPO (JP & MX)	1267046	April 17, 2015

Trade Names

	Trade Name/Style	Jurisdiction(s) of Use
1.	Boulder Canyon	United States, Canada, Australia, Japan
2.	Canyon Cut	United States
3.	Rader Farms	United States, Canada, England
4.	Poore Brothers	United States
5.	Intensely Different	United States
6.	Texas Style	United States
7.	Tato Skins	United States
8.	O'Boisies	United States
9.	Pizzarias	United States
10.	Braids	United States
11.	Willamette Valley Fruit Company	United States
12.	Fresh Frozen	United States
13.	Sin In A Tin	United States
14.	T.G.I Fridays (licensed)	United States, Canada, Spain
15.	Jamba (licensed)	United States, Canada
16.	Nathan's Famous (licensed)	United States
17.	Vidalia Brands (licensed)	United States, Canada
18.	Seattle's Best Coffee (licensed)	United States, Canada

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

	Name of Licensee	Name of Licensor	Country/ State	Registration Numbers	Description
1.	Inventure Foods, Inc.	TGI Fridays of Minnesota, Inc.	USA	N/A	The use of all TGI Fridays marks with respect to potato chips, potato based snack chips, tortilla/tostada chips, corn based snack chips, veggie based snack chips, cheese snacks, popcorn and pub mixes
2.	Inventure Foods, Inc.	Seattle's Best Coffee LLC	USA	N/A	The use of the name "SEATTLE'S BEST COFFEE" in connection with the manufacture and sale of frozen coffee based beverage kits in multiple flavors in the U.S. and Canada
3.	Inventure Foods, Inc.	Nathan's Famous Systems Inc.	USA	N/A	The use of proprietary marks of Nathan's Famous Systems with respect to potato chips, tortilla chips, corn chips, extruded and pellet salty snacks, soy crisps and multigrain crisps.
4.	Inventure Foods, Inc.	Jamba Juice Company	USA	N/A	The use of the name "JAMBA", its logo, and other registered Jamba Juice product names in connection with the manufacture and sale of frozen smoothie kits in the U.S. and Canada.
5.	Inventure Foods, Inc.	Vidalia Brands Inc.	USA	N/A	The manufacture, sale of Vidalia Brands, which consist of onion rings, onion petals, potato chips, potato crisps and tortilla chips.
6.	Inventure Foods, Inc.	Miles Willard Technologies, LLP	USA	N/A	The mutual development of certain products and marks with Miles Willard Technologies.

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